

AG Contract No. KR00 0816TRN
EX A-10 COT Resolution No. 18713
COT Contract No. 0183-01
ADOT ECS File No. JPA 00-73
Project: 10-4(151)/H3190 01C
Section: I-10/I-19 TI, Santa Cruz
Connection

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AGREEMENT is entered into 19 October, 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE
OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF TUCSON, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to an improvement project on I-10 at the I-10/I-19 interchange contemplated by the State in the City which will eliminate access, it is necessary to construct a connection between 29th Street and 36th Street along the Santa Cruz Lane alignment, generally in accordance with Exhibit A, which is attached hereto and made a part hereof, at an estimated cost of \$664,000 00, all at State expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

=====

NO. 24279
Filed with the Secretary of State
Date Filed: 10/19/00

Petrey Gayless
Secretary of State

By Dicky D. Greenewald

II. SCOPE

1. The State will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate City review comments.

b. Acquire any additional required right-of-way necessary for the Project in the name the City

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation.

c. Be responsible for all costs associated with the Project, in an amount currently estimated at \$664,000 00

d. Upon completion, approve and accept the Project on behalf of the parties hereto as complete.

2. The City will:

a. Review the design documents and provide comments.

b. By specific language in the City council resolution approving this agreement, grant the State the right to acquire any additional required right-of-way necessary for the Project in the name of the City.

c. Grant the State and/or the State's contractor a temporary construction easement at no cost for construction of the Project.

c. Upon completion and acceptance of the Project by the State, provide maintenance to the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3 This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tucson
Transportation Director
Box 27210
Tucson, AZ 85726-7210

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

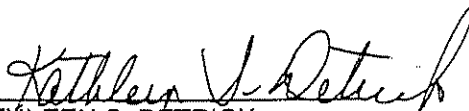
By 
ROBERT E. WALKUP
Mayor

STATE OF ARIZONA

Department of Transportation

By 
WILLIAM J. HIGGINS
Deputy State Engineer

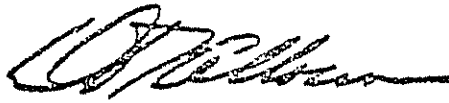
ATTEST

By 
KATHLEEN S. DETRICK
City Clerk

RESOLUTION

BE IT RESOLVED on this 24th day of April 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for the design, construction and maintenance of improvements to a new Santa Cruz connection at I-10/I-19 interchange.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

ADOPTED BY THE
MAYOR AND COUNCIL

SEP 18 2000

RESOLUTION NO. 18713

RELATING TO THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF TUCSON AND THE STATE OF
ARIZONA FOR DESIGN, CONSTRUCTION, AND DEDICATION OF
SANTA CRUZ LANE.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement between the City of
Tucson and the State of Arizona for the design, construction, and dedication of
Santa Cruz Lane, attached hereto as Exhibit A, is approved.

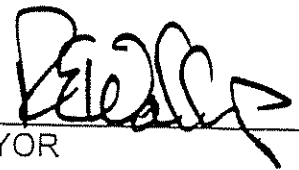
SECTION 2. That the City grants the State the right to acquire any
additional required right-of-way necessary for the Project in the name of the City.

SECTION 3. The Mayor is hereby authorized and directed to execute the
said Intergovernmental Agreement for and on behalf of the City of Tucson and
the City Clerk is directed to attest the same.

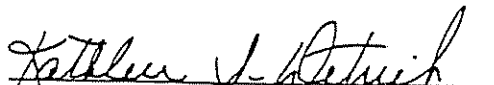
SECTION 4. The various City officers and employees are authorized and
directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 5. WHEREAS, it is necessary for the preservation of the
peace, health and safety of the City of Tucson that this resolution become
immediately effective, an emergency is hereby declared to exist and this
resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the
City of Tucson, Arizona SEP 18 2000


MAYOR

ATTEST:



CITY CLERK

APPROVED BY:


CITY ATTORNEY

REVIEWED BY:


CITY MANAGER

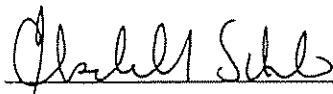

ES/hm
8/4/00 9:17AM

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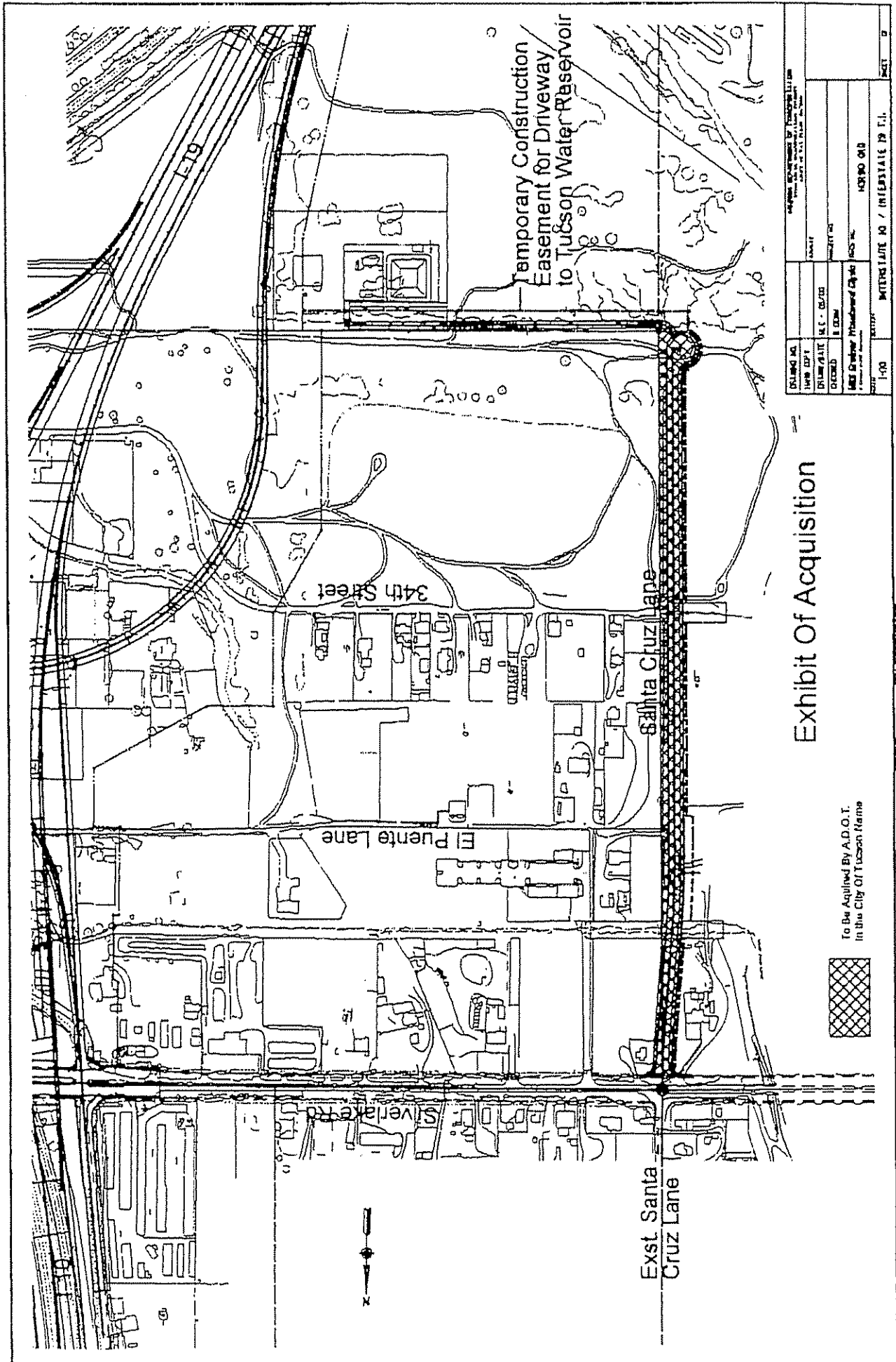
APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 4 day of Aug, 2000.



City Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

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Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

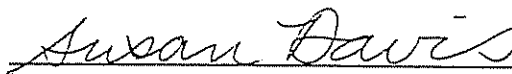
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0816TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED October 16, 2000.

JANET NAPOLITANO
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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